



AMENDMENT TO F4B EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL LISTING AGREEMENT (SEPARATE BUYER BROKER COMPENSATION)

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1. THIS AGREEMENT is made a part of the Exclusive Authorization and Right to Sell Listing Agreement (the "Listing Agreement") by and between Johnnie Luncefore, Genevieve Lunceford (hereinafter called "Owner" or "Owner(s)") and Landmark Realty (hereinafter called "Broker") for Property located in the City of Grenada, County of Grenada, Mississippi, located at (Legal Description or Street Address): Lot 8 and Pt. Un-numbered Lot Add B Thimmes SD

8. 589 Robin Rd. Grenada 38901
9. Street Address City/Town Zip Code

10. In consideration of the continuing performance of their mutual covenants and agreement, as hereby modified, the Parties desire to amend the Listing Agreement as follows [CHOOSE ALL THAT APPLY]:

- 12. [ ] EXPIRATION DATE CHANGE. The Listing Agreement is amended to expire at midnight Central Time on
13. [ ] MARKETING DATE CHANGE. The Property Marketing Date is amended to commence on the day of
15. [x] LIST PRICE CHANGE. The List Price is amended to be \$ 282,500.00
16. [ ] LIST PRICE TERMS CHANGE. The terms pertaining to List Price are amended as follows:

- 18. [x] COMPENSATION. Compensation is amended to read as follows:
19. (a) Compensation Paid by Seller(s) to Listing Brokerage [CHOOSE ALL THAT APPLY]:
20. [x] 6.000 % of the gross sales price\*
21. [ ] flat fee of \$ \*
22. [ ] non-refundable flat fee of \$ upon listing
23. [ ] non-refundable flat fee of \$ if the Property is sold, transferred, conveyed, leased, rented or made unmarketable by Seller(s) without the written consent of Listing Brokerage
25. [ ] non-refundable flat fee of \$ if the Property is canceled during the term of the listing or any extension, subject to Listing Brokerage's agreement
27. [ ] variable\*\* rate as follows:
29. [ ] Other:

- 31. (b) Buyer Brokerage Compensation. [CHOOSE ONE]:
32. [ ] Seller chooses not to offer Compensation to Buyer Brokerage
33. [x] Seller chooses to offer Compensation as follows to brokerage that effects execution of a binding contract with a buyer ready, ready, willing and able to purchase Property ("Buyer Brokerage") (may be published in Listing Brokerage's consumer-facing websites or in any medium/service unrelated to MLS membership) [CHOOSE ALL THAT APPLY]:
36. [x] 3.000 % of the gross sales price\*
37. [ ] flat fee of \$ \*
38. [ ] Other:

39. Buyer Brokerage Compensation shall be paid to Listing Brokerage when Listing Brokerage is acting as a Disclosed Dual Agent or Buyer(s) is/are not represented by a broker (Customer), subject to any variable rate agreement.

41. Compensation payable pursuant to Sections (a) and (b) above represent Total Broker Compensation payable by Seller(s) in this transaction. Seller(s) may agree to pay additional amounts by separate agreement.

43. [ ] SELLER CONCESSION/ALLOWANCE. Seller authorizes Listing Broker to offer and market the following concession/allowance:

45. [x] NAR SETTLEMENT AMENDMENTS. For purposes of compliance with the Corrected Settlement Agreement filed April 19, 2024 in Case 4:19-cv-00332-SRB in the United States District Court, Western District of Missouri, Western Division, the following items are amended, in addition to any other amendments herein:



- 48. 1. Section 3(b)(Disclosure of Listing Broker's policies relating to compensation) is amended to read as follows:
- 49. (c) **Disclosures relating to Broker Compensation:**
- 50. (1) **The amount of real estate compensation is not fixed by law and offers of compensation, if made, are not blanket,**
- 51. **unconditional or unilateral.** By signing this Agreement Seller(s) and Listing Brokerage acknowledge that they have
- 52. negotiated in good faith as to all Compensation in this Agreement.
- 53. (2) Offers of compensation may not be made through the MLS, but may be made outside MLS.
- 54. (3) Seller(s) acknowledge(s) that a Buyer may have entered into a Buyer Agreement with a Buyer's Brokerage that has been
- 55. negotiated separately from this Agreement. Any Buyer's Brokerage Compensation offered by Seller(s) in 3(b) may be
- 56. different from Buyer Broker Compensation in any Buyer Agreement. Seller(s) may be asked by a Buyer to pay a portion of
- 57. the Buyer's Brokerage compensation in addition to Compensation authorized above.
- 58. (4) Any Compensation authorized by Seller(s) may be offered to subagents, buyer/tenant agents and/or brokers acting in
- 59. legally-recognized non-agency capacities, subject to applicable law.
- 60. (5) Buyer agents or brokers, even if compensated by Listing Broker or Seller(s), may represent the interests of buyers.
- 61. 2. Section 4 (Multiple Listing Service) is amended to read as follows:
- 62. **Multiple Listing Service (MLS).** If the Property is publicly marketed, MLS rules require that Listing Brokerage file this
- 63. listing with the Multiple Listing Service (MLS) within one (1) business day. Public marketing includes, but is not limited to,
- 64. fliers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including
- 65. IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other
- 66. applications available to the general public. **[CHOOSE ONE]:**
- 67.  Listing Brokerage is a Participant of the Grenada Board of Realtors MLS and listing
- 68. information shall be provided to the MLS to be published and disseminated to its authorized members, MLS Participants and
- 69. Subscribers, and updated as appropriate. The Listing Brokerage is also authorized to report the sale, when it occurs including,
- 70. but not necessarily limited to, price, terms and financing. **OR**
- 71.  Property will not be listed in MLS and will not be marketed publicly. Should the Property be publicly marketed by
- 72. anyone, including Seller(s), Seller(s) acknowledge(s) and agree(s) that MLS rules require that Listing Brokerage file this
- 73. listing with the MLS within one (1) business day.

74.  **CANCELLATION OF LISTING AGREEMENT.** The Listing Agreement is cancelled\* effective \_\_\_\_\_.

75. \*Cancellation of the Listing Agreement cancels the listing and terminates marketing of the Property; the provisions of section 3(b)

76. of the Listing Agreement survive cancellation of the Listing Agreement.

77.  **WITHDRAWAL OF PROPERTY FROM MARKETING.** Owner wishes to withdraw\*\* the Property from active

78. marketing, effective \_\_\_\_\_. \*\*Withdrawal of the Property does not terminate the Listing Agreement; the Listing

79. Agreement remains in effect except that any provisions pertaining to marketing of the Property are suspended so long as the

80. withdrawal continues. Withdrawal of a listed Property is subject to MLS rules for any MLS in which the Property is entered.

81.  **RETURN OF PROPERTY WITHDRAWN FROM MARKETING TO ACTIVE.** Owner wishes to return the Property to

82. active marketing, effective \_\_\_\_\_.

83.  **LIMITATION TO OFFICE EXCLUSIVE LISTING.** Owner does NOT wish for Property to be marketed to the public

84. through MLS. The Listing Agreement is amended to release Broker from any obligation to market the Property outside the listing

85. Brokerage. Owner understands that Broker will not market Property to anyone outside the listing Brokerage, will not post any

86. sign or advertise the Property in any way.

87. **ALL MATTERS NOT AMENDED HEREIN REMAIN AS STATED IN THE LISTING AGREEMENT.**

88. Signed this the Authentisign day of 08/01/2024, \_\_\_\_\_, and a copy hereof received.

89. SELLER Johnnie Lunceford SELLER Genevieve Lunceford

90. Print name: Johnnie Lunceford Print name: Genevieve Lunceford

91. BROKER FIRM NAME: Landmark Realty

92. Judy M. Lundy

93. Broker or Broker's Affiliated Salesperson

94. Print Name: Judy M. Lundy

